

## 1. DEFINITIONS

- 1.1 Definitions in the Supplier's Core Terms shall be inherited and therefore apply to words and phrases in these Supplementary Terms;
- 1.2 In these Supplementary Terms, these additional words and phrases have specific meanings:  
"Registrar" means the domain name registry as selected by the Supplier;  
"Supplementary Terms" means these specific Terms & Conditions;  
"WHOIS" means the Internet database query system that provides technical contact information and other details about a domain name holder.

## 2. SERVICES

- 2.1 Upon Customer's request and subject to these Supplementary Terms, the Supplier will register an Internet domain name, or renew the Customer's registration of an existing domain name, on behalf of Customer with the Registrar.

## 3. CUSTOMER RESPONSIBILITIES

- 3.1 The Supplier's registration or renewal of any domain name is subject to:
  - 3.1.1 The Supplier receiving from the Customer all information needed from Customer in order to complete such registration;
  - 3.1.2 Such domain name not being in violation of any applicable law, rule or regulation or the policies of the applicable Registrar or registry;
  - 3.1.3 Customer's compliance with these Supplementary Terms.
- 3.2 Registration of a domain name is subject to availability of such domain name for registration, and the Supplier will not be responsible if a domain name is not available for any reason.
- 3.3 The Customer agrees to indemnify the Supplier against any infringement of third-party rights caused by the registration of a domain name for the Customer, and that the Supplier provides no warranty against such infringements.
- 3.4 The Customer waives any claims it may have against the Supplier for, and hereby releases the Supplier of and from, any loss, damage, liability or expense arising out of, or relating to, the registration of such domain name in any online or offline network directories, membership lists or registration lists, or the release of the domain name from such directories or lists following the termination of services by the Supplier for any reason.
- 3.4 The Customer shall not use or permit use of the domain name, directly or indirectly, in violation of any regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing a services provided by the Supplier within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to the Supplier or Registrar or their reputation, including but not limited to the following:
  - 3.5.1 Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.).
  - 3.5.2 Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic).
  - 3.5.3 Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider.
  - 3.5.4 Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware").
  - 3.5.5 Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of phishing, flooding, mailbombing, denial of service attacks, and piracy of software.
  - 3.5.6 Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Registrar.
  - 3.5.7 Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere.
  - 3.5.8 Using the Supplier services to point to or otherwise direct traffic to,

directly or indirectly, any material that, in the sole opinion of Supplier, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Supplier, to be threatening or obscene or inappropriate.

## 4. ICANN AND OTHER AUTHORITIES

- 4.1 The Customer acknowledges that its rights to any domain name registered or renewed by the Supplier are not being granted by the Supplier but are subject to the rules and regulations of ICANN, the Registrar, the registry and applicable law. Accordingly, the Customer acknowledges that the contract for registration is between the Customer and the Registrar, and that the Supplier is purely acting as an agent for said Registrar.
- 4.2 Customer's inability to use a domain name shall not entitle Customer to a refund by the Supplier of any fees paid with respect to the registration of such unusable domain name.
- 4.3 The domain name shall be the property of the Customer.

## 5. FEES

- 5.1 As consideration for the Supplier providing domain name registration services to the Customer, the Customer agrees to pay the Supplier, prior to the approval of the desired domain name registration, the amounts set forth on the Supplier's website, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.
- 5.2 The Customer's application will not be registered until the Supplier receives payment of the registration fee in cleared funds.
- 5.3 If the Supplier does register a domain name prior to payment of the registration fee, the Supplier reserves the right to cancel that registration or restrict use of the domain name until payment has been received.
- 5.4 All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.
- 5.5 In the event of a charge back by a credit card company or other payment provider authorised by the Supplier, the domain name registration shall be transferred to the Supplier as the paying entity for the registration. The Supplier may reinstate the domain name registration at its sole discretion upon its receipt of the registration or renewal fee.

## 6. RENEWAL & EXPIRATION

- 6.1 If the Customer requests the Supplier to renew for multiple years a prior registration of the Customer for a domain name, the Customer represents and warrants that all information it provides to the Supplier in connection with such request will be true and correct. The Supplier's sole responsibility in connection with any such request will be to process the renewal using the renewal mechanism provided by the Registrar. The Supplier will have no responsibility or liability for any loss, interruption in service, service error or loss of data caused by the Registrar.
- 6.2 The Customer agrees that the Supplier bears no responsibility or obligation to notify the Customer of any impending domain name expiration dates and that the Customer is wholly responsible for such deadlines. Although the Supplier may accept Applications for domain name renewals within the forty-five-day (45) day period prior to the impending expiration date of a domain name, the Supplier will have no responsibility for any expiration of a domain name that occurs with respect to any Application submitted to the Supplier within such period.

## 7. REGISTRAR TERMS & CONDITIONS

- 7.1 All registrations and renewals of .uk domains will be subject to the terms and conditions of the Registrar, Nominet Ltd., as published on its web site (<http://www.nominet.org.uk/go/terms>).
- 7.2 All other domain extensions will be subject to the terms and conditions of the Registrar, Directi, Inc., as published here ([http://domains.kualo.com/content.php?action=show\\_agreements&requestfor=registraragreement&from=agree\\_page](http://domains.kualo.com/content.php?action=show_agreements&requestfor=registraragreement&from=agree_page))
- 7.3 By submitting an Application to the Supplier for domain name registration under these Supplementary Terms, the Customer agrees to the applicable registrar's terms and conditions. If the Order specifies a Registrar other than one listed in this section, the Customer agrees to the terms and conditions of such registrar as the same may be posted on the web site of such Registrar from time to time

## 8. CONTACT INFORMATION



# DOMAIN NAME REGISTRATION SUPPLEMENTARY TERMS & CONDITIONS

8.1 The Customer agrees to keep its WHOIS information accurate and up-to-date. The Customer must cause the e-mail address for the Administrative Contact to be the same as the Customer's e-mail address maintained in the Supplier's billing records. If the e-mail address for the Administrative Contact is not the same as the Customer's e-mail address maintained in the Supplier's billing records, the Supplier may (but will have no duty to) change the e-mail address for the Administrative Contact in the WHOIS records of the registrar.

## 9. LIMITATION OF LIABILITY

- 9.1 The Customer agrees that the Supplier shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if the Supplier has been advised of the possibility of such damages, and in particular the Supplier will not be liable for the following:
- 9.1.1 Suspension or loss of your domain registration;
  - 9.1.2 Use of your domain name registration;
  - 9.1.3 Interruption of your business;
  - 9.1.4 Access delays or interruptions to any web sites accessed by your registered domain name;
  - 9.1.5 Non-delivery, mis-delivery, corruption, destruction, or modification of data;
  - 9.1.6 Events beyond the reasonable control of the Supplier;
  - 9.1.7 Processing of an Application for domain name registration;
  - 9.1.8 Processing of an application of the Dispute Policy;
  - 9.1.9 The accuracy of information held in the WHOIS database authoritative for the domain registered;
  - 9.1.10 Use by third parties of any publicly searchable data held in the WHOIS database authoritative for the domain registered.
- 9.2 The Supplier shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your application, receipt of, or failure to receive a domain name registration.
- 9.3 The Supplier maximum aggregate liability shall not exceed the greater of
- a) The total amount paid by you for registration of the domain name; or
  - b) £50.00 Sterling.